

January 7, 2003

Susan Hamilton
Grafton Technologies, Inc.
301 Commerce Blvd.
Jerseyville, Il 62052

Dear Susan,

Enclosed is a Joint Petition for the Operator Services Agreement between Grafton Technologies, Inc. and Ameritech Illinois for signature. Our Commission requires notarized Verification from both parties.

Please return signed Joint Petition and notarized verification to me overnight mail.

My mailing address is:

Mary C. Velez
Ameritech
225 West Randolph, Room 27C
Chicago, Il 60606

Any questions, please feel free to call me on 312 551-9150.

Sincerely,

Enclosures

January 9, 2003

Ms. Elizabeth A. Rolondo, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62794-9280

Dear Ms. Rolando,

Please find for filing with the Commission, the Joint Petition for approval of the Operator Services Agreement between Grafton Technologies, Inc. and Ameritech Illinois.

Please acknowledge receipt by returning the extra copy of this letter.

Sincerely,

Enclosures

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)	
(Ameritech Illinois))	
and GRAFTON TECHNOLOGIES, INC.)	
)	03 - _____
Joint Petition for Approval of the)	
Operator Services Agreement dated October 29, 2002))	
pursuant to 47 U.S.C. § 252)	

**JOINT PETITION FOR APPROVAL OF
OPERATOR SERVICES AGREEMENT BETWEEN
GRAFTON TECHNOLOGIES, INC. AND AMERITECH ILLINOIS**

Illinois Bell Telephone Company ("Ameritech Illinois") and Grafton Technologies, Inc. through counsel, hereby request that the Commission review and approve the attached Operator Services Agreement dated October 29, 2002 pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 47 U.S.C. §§ 252 (a)(1) and 252(e), (the "Act"). In support of their request, the parties state as follows:

1. The Agreement was arrived at through good faith negotiations between the parties as contemplated by Section 252(a) of the Act and provides for Operator Services.
2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.
3. As set forth in the attached Verification of Eric Larsen, Ameritech Illinois will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.
4. Copies of the Agreement are available for public inspection in Ameritech Illinois and Grafton's public offices.

WHEREFORE, Ameritech Illinois and Grafton Technologies, Inc. respectfully request that the Commission approve the attached Operator Services Agreement as expeditiously as possible.

Respectfully submitted this _____ day of January, 2003

AMERITECH ILLINOIS

Mark Kerber/James Huttenhower
Ameritech Services, Inc.
225 West Randolph Street, 25D
Chicago, Illinois 60606
(312) 727-7140
Counsel

Grafton Technologies, Inc.

Susan Hamilton
Grafton Technologies, Inc.
301 Commerce Blvd.
Jerseyville, Illinois 62052
(618) 786-3311
Manager

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)
(Ameritech Illinois))
and Grafton Technologies, Inc.) **03 - _____**
)
Joint Petition for Approval of the)
Operator Services Agreement dated October 29, 2002))
pursuant to 47 U.S.C. §§ 252 (a)(1) and 252(e))

STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Eric Larsen, am Director-Negotiations for Southwestern Bell Telephone Company, LP d/b/a Southwestern Bell Telephone Company/Illinois Bell Telephone Company Negotiations and Interconnection, and submit this Statement in Support of the Joint Petition for Approval of a Operator Services Agreement between Grafton Technologies, Inc. and Ameritech Illinois.

The attached Operator Services agreement (the "Agreement") between Illinois Bell Telephone Company ("Ameritech Illinois") and Grafton Technologies, Inc. ("Grafton") was reached through voluntary negotiations between the parties. Accordingly, Ameritech Illinois and Grafton requests approval pursuant to Sections 252 of the Telecommunications Act of 1996 (sometimes referred to as the "Act").

In accordance with Sections 251 and 252 of the Act, the parties engaged in good faith negotiations and agreement was reached on October 29, 2002. The Agreement expires October 28, 2003. Absent the receipt by one Party of written notice from the other Party at least within 180 days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party. The key provisions of the Agreement are summarized as follows:

- Customer agrees that due to customer quality and work force scheduling, SBC will be the sole provider of the Services selected by Customer for its local serving area(s).
- Where technically feasible and/or available, 10-Digit Exchange Access Operator Services Signaling, (EAOSS) will be utilized between Customer's switch and SBC's designated Operator assistance switch. In the absence of EAOSS, Customer will be responsible for providing a dedicated trunk group to each designated SBC Operator assistance switch for each NPA served.

- Customer will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC Operator assistance switch. Should Customer seek to obtain interexchange OA service from SBC, Customer is responsible for ordering the necessary facilities through SBC's interstate or intrastate Access Services tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange carrier obtains access service for the purpose of originating or terminating interexchange traffic. In all cases, SBC reserves the right to determine which Operator Assistance switch(s) will serve as the point of interconnection.
- The parties shall provide facilities necessary for the provision of OA services hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- Customer will furnish to SBC, a completed OSQ thirty (30) calendar days in advance of the date when the OA services are to be undertaken.
- Customer will provide SBC updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

Under Sections 252 of the Act, the Commission may reject the Agreement only if the Agreement or a portion thereof "... discriminates against a telecommunications carrier not a party to the agreement" or "... implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity". Because the Agreement is the product of voluntary negotiation, it does not have to comply with the standards set forth in Sections 251(b) and (c), thus rendering inapplicable the pricing standards set forth in Section 252(d).

The Agreement is the product of good faith, arms-length negotiations between competitors. Overall, the Agreement is acceptable to both parties and it shows that two carriers, negotiating in good faith under the terms of the Act, can arrive at a mutually beneficial business arrangement that overall meets their individual business interests and furthers the cause of competition in the local exchange market.

The Agreement meets all the requirements of the Act and the Commission should approve it.

STATE OF ILLINOIS)

)

COUNTY OF JERSEY)

VERIFICATION

Susan Hamilton, being first duly sworn, states on oath that she is Manager for Grafton Technologies, Inc. and that the facts stated in the foregoing Joint Petition for Approval of Operator Services Agreement and Statement in Support are true and correct to the best of her knowledge, information and belief.

Susan Hamilton

Subscribed and sworn
to before me this
_____ day of _____

Notary Public